

COLLECTIVE BARGAINING CONTRACT
BETWEEN
CONCORD SCHOOL DISTRICT
AND
CONCORD ADMINISTRATORS ASSOCIATION
2007 - 2010

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CONCORD SCHOOL DISTRICT

AND

CONCORD ADMINISTRATORS' ASSOCIATION

2007-2010

This Agreement developed and agreed to by the Concord School District hereinafter called the "District" and the Concord Administrators' Association, hereinafter termed the "Association," shall be in force for the years beginning July 1, 2007, and ending June 30, 2010. It will be renewed automatically for a period of one (1) year from the anniversary date each year unless one of the parties shall have notified the other at least sixty (60) days before such expiration date that it will not accept renewal. It is agreed that this Agreement supersedes any provision of policies or procedures of the District which are contrary to it.

I. MEMBERSHIP

The Association has presented to the District satisfactory evidence that it represents a majority of the personnel employed by the District who are paid on an administrative salary schedule.

II. ASSOCIATION

A. The District recognizes the Association as the representative of all personnel who are paid on the administrative salary schedule for the purpose of negotiating with the District.

B. It is agreed that it is the individual right of such personnel to join any organization for professional or economic improvement. Membership in the Association or any other organization shall not be required as a condition of employment.

C. The Association shall provide the Superintendent of the District with the names of its duly authorized representatives and from time to time shall notify the Superintendent of any changes.

D. Before any Board meeting, the Secretary of the Board shall provide the President of the Association or designee with the same written information as is presented to the School Board, exclusive of confidential material, and a copy of the minutes of each meeting shall be forwarded to said representative after said minutes have been approved by the Board as correct.

III. NEGOTIATING PROCEDURE

The following procedures shall govern negotiations between the parties:

A. Meetings

The parties shall meet upon the written request of either of them.

B. Directing Requests

The Association will make its requests for meetings directly to the Superintendent or designee who shall promptly transmit the same to the School Board. The School Board will make its requests for meetings to the President of the Association by means of a communication from the Superintendent's office. The parties shall fix a mutually convenient meeting date, such date to be within a reasonable time after the date of the request for meeting.

C. Exchange of Facts, Views

Facts, opinions, proposals, and counterproposals shall be exchanged freely and in good faith during the meeting(s) (and between meetings, if advisable) in an effort to reach mutual understanding and agreement.

D. Agreement

Whenever proposals initiated by either party with respect to salaries and other matters are adopted by the School Board and the Association, whether in original or modified form, such proposals shall be reduced to writing and become part of this Agreement. Proposals thus adopted which require additional public funds for their implementation shall not be binding on the District until the necessary appropriations have been made therefore.

IV. SPECIAL CONTRACTED AGREEMENTS

The District will not negotiate with any administrators' groups or organizations other than the Association on any matters subject to negotiation under this Agreement, but this shall not preclude the District from consulting with any individual or group of administrators for any purpose the District considers desirable in the performance of its duties and no administrator shall be precluded from appearing before the Board solely on the administrator's own behalf on any matter whatsoever.

V. GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon the interpretation, meaning or application of any of the provisions of this Agreement. Only claims based upon the interpretation, meaning or application of any of the provisions of this Agreement shall constitute grievances under this Article.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person(s) making the claim and any person(s) who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. An administrator with a grievance shall first submit it in writing through the Association's Grievance Representative to the Superintendent. The Superintendent shall meet with the administrator and the Association's Grievance Representative. The Superintendent shall meet with the administrator and the Association's Grievance Representative within five (5) school days after receiving the written grievance.

2. If the administrator is not satisfied with the disposition of the grievance by the Superintendent, or if no decision has been rendered within five (5) work days after the administrator's first meeting, the administrator may file the grievance in writing with the President of the Association. The Superintendent shall meet with the Association's President and Committee on Grievances within five (5) school days after a written request from the President for a meeting.

3. If the Committee is not satisfied with the disposition of the grievance by the Superintendent, or if no decision has been rendered with ten (10) school days after their meeting with the Superintendent, the Committee may request a hearing with the School Board. If the Committee is dissatisfied with the results of the hearing, it may request arbitration, in which case arbitration will be had in accordance with the provisions of New Hampshire RSA 273-A.

4. a. No reprisals of any kind will be taken by the District against any party in interest or other participant in the grievance procedure.

b. Any party in interest may be represented by counsel or by a representative selected by the Association. The Association may appear to be heard at any stage of the grievance procedure.

5. Forms for the grievance procedure will be jointly prepared by the Superintendent and the Association and given appropriate distribution.

6. A grievance, which is not filed within the current contract year, shall be waived, regardless of whether the administrator knew or should have known of the act or condition on which the grievance is based.

VI. BENEFITS

A. Salary Schedule

All administrators shall be placed on the administrative salary schedules as set forth in Appendix A.

B. Work Year

The work year of administrators shall be determined by the Administrators' Contract Appendix B. All administrators except the Director of Special Education at Rundlett Middle School will be placed on a 52-week work year. Should the Director of Special Education at Rundlett Middle School be asked to work beyond the period of time in the Director's Contract, the Director will be compensated on a per diem basis according to the Director's then current salary.

C. Annual Leave

Annual leave for 52-week administrators will be twenty-five (25) working days, cumulative to forty (40) days, but not to be taken in any amount exceeding the equivalent of the month of July's normal working days at any one time unless approved by the Superintendent or designee. Administrators hired during the course of the contract year will be eligible for a pro-rated number of days of annual leave. The Director of Special Education at Rundlett Middle School is not entitled to annual leave. Administrators may take annual leave days awarded during the prior contract year (July 1 – June 30) at any time prior to August 1 following that contract year, at which time the prior contract year's annual leave will no longer be available unless total accumulated annual leave is less than forty (40) days.

D. Paid Holidays

Paid holidays are determined by law and the school calendar and include:

Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Recess (Thanksgiving Day and the day after)

Christmas Recess (The day before Christmas, Christmas Day and the day after)
New Year's Day
Presidents' Day
Martin Luther King, Jr. Day
Memorial Day

(When a paid holiday occurs on a regular school day, it is expected that administrators will be working on that day. It is required that administrators take the appropriate time for said holiday on a non-school day).

The Director of Special Education at Rundlett Middle School is not entitled to paid holidays that occur outside the Director's work year.

E. Sick Leave

Administrators shall be entitled to twenty (20) days of sick leave in each school year with unlimited accumulation. In addition, administrators shall be entitled to the disability benefits set forth in Appendix E.

F. Emergency and Funeral Leave

1. Days used for funerals in the immediate family will not be deducted from sick leave. For purposes of this provision, "immediate family" shall include the administrator's parents, grandparents, spouse, mother-in-law, father-in-law, children, sisters, brothers, stepchildren, stepparents, stepbrothers, stepsisters and domestic partners.

2. The parties recognize that emergencies may occur from time to time that require the absence of an administrator from customary employment responsibilities with the District. When such emergencies occur, the administrator shall be given time off subject only to the requirement that an explanation of the emergency shall be provided to the administrator's supervisor, if one is requested.

3. An administrator shall not be refused permission to leave if, in the opinion of the administrator, an emergency exists. In the event that the District determines that an emergency requiring the administrator's absence did not actually exist, the District shall inform the administrator and the Association that the requested emergency is challenged and that forfeiture of the day's income is recommended. If forfeiture of the day's income is recommended, the administrator may institute a grievance under the terms of this Agreement. Any final decision relative to income forfeiture will be made after the administrator's grievance rights under the terms of this Agreement are exhausted, if invoked.

G. Extended Leave of Absence

Leave of absence, without pay, may be granted upon request and for such cause as the Board deems appropriate.

H. Jury Duty

Any administrator summoned for jury duty or issued a court subpoena shall be paid the administrator's full salary for each working day of absence, provided that the administrator pays the District the jury fee or witness fee.

I. Retirement

1. The District will provide the following compensation to administrators upon their retirement or voluntary termination from employment with the District:

- 30% of unused sick leave after five years.
- 40% of unused sick leave after ten years.

2. An administrator may elect to announce the administrator's retirement or voluntary termination by November 1 of the calendar year preceding retirement. An administrator who elects to provide advance notice of retirement or voluntary termination is eligible to receive a cash payment on or before June 30 of the calendar year preceding the administrator's scheduled date of retirement or voluntary termination (e.g. on or before June 30, 2005 if scheduled to depart or retire at the conclusion of the 2005-2006 school year) in an amount not greater than 30% of the total value of the anticipated payment for unused sick leave at retirement or voluntary termination ("the Announcement Payment"). However, an administrator who wishes to receive an Announcement Payment must both notify the District in writing of the date of the administrator's scheduled retirement or voluntary termination by November 1st and notify the District in writing of the administrator's desire to receive an Announcement Payment by February 15 of the calendar year preceding the administrator's scheduled retirement or departure date (e.g. by February 15, 2005 if scheduled to retire or depart at the conclusion of the 2005-2006 school year). The number of sick days reflected in the Announcement Payment shall be deducted from unused sick leave on the date the Announcement Payment is paid. Final compensation for unused sick leave upon retirement will be based upon the amount of unused sick leave on the date of retirement. The administrator's decision to retire shall be final upon acceptance of any Announcement Payment.

3. If an administrator shall die from any cause while in service and there remains sick leave or annual leave standing to the administrator's credit, said leave shall be paid in the following order of priority:

- a. A named beneficiary whose name has been filed by said administrator;
- b. If no named beneficiary, to the administrator's surviving spouse;
- c. To the estate of the deceased administrator.

J. Longevity

Administrators who have completed ten (10) years of employment in the District shall receive, as an addition to the administrator's annual salary, the sum of \$1,000. After completing nineteen (19) years of employment in the District, such additional sum shall be \$1,500.

K. Life Insurance

The District will pay the premiums for \$200,000 of term life insurance coverage for each administrator during each year of the Agreement.

L. Course Reimbursement & Travel

The sum of \$13,000 will be provided by the District in each year of the Agreement to assist in payment for tuition for graduate course work, or its equivalent; professional development activities; and travel and other expenses related to graduate course work and professional development. Such reimbursement is subject to the following provisions:

1. Approval prior to start of the course or professional development activity for any tuition/enrollment costs and any related travel or other expenses by the administrator's immediate supervisor and the Superintendent or designee. Such courses or professional development activities must specifically relate to the administrator's assignment.

2. The reimbursement for course work will be at a rate per semester hour that is equal to the semester hour charge at the University of New Hampshire in the semester during which the course is taken.

3. Reimbursement can only be made after the administrator presents evidence of having passed the course. For course work, letter grades below a "B" will not be considered passing and therefore no reimbursement will be made.

4. Individual reimbursement is to be divided equally among all administrators taking courses during any year of the Agreement. The distribution of monies is to take place at the end of the Summer, Fall and Spring semesters.

M. Vandalism Fund

A vandalism fund will be established for protection of administrators' personal property. The District shall pay no more than \$250 of the deductible insurance that the administrator presently has or if there is no insurance, the District will incur no more than \$250 expense for each incident. The Board has the right to determine the responsibility for vandalism or damage done.

N. Annuity

The District will match the contribution of an administrator to a tax deferred annuity as follows:

Administrator's <u>Contribution</u>	District <u>Contribution</u>
\$1,200	\$5,500

The District will match an administrator's contribution which is less than \$1,200 by the same ratio indicated at the maximum contribution.

Each administrator who chooses not to participate as indicated above, shall receive additional salary of \$5,500.

O. Dental Health Insurance Plan

The District will pay the premiums for 100% of a family Delta Dental Plan A, B, and C (100% of coverage A, 100% of coverage B, 50% of coverage C) or equivalent. (See Appendix F)

VII. DUES DEDUCTION

A. State and National Association dues of administrators shall be paid by the District. Membership is limited to two (2) approved organizations; one state and one national for each administrator.

The District agrees to deduct from the salaries of its administrators dues for the Concord Administrators' Association and any one of such Associations, as said administrators individually and voluntarily authorize the District to deduct and to transmit the monies promptly to such Association(s). Administrators' authorizations will be in writing in the form set forth below:

"DUES AUTHORIZATION CARD"

Name: _____

Address: _____

I hereby request and authorize the District to deduct from my earnings and transmit to the treasurer of the Concord Administrator's Association for transmittal to the Associations checked below an amount sufficient to provide for

regular payment of the membership dues as certified by such Associations, in twenty (20) equal payments over the remainder of the school year and for succeeding school years. I understand that the District will discontinue such deductions for any school year only if I notify the District in writing to do so not later than sixty (60) days prior to the commencement of the school year.

I hereby waive all right and claim to said monies so deducted and transmitted in accordance with this authorization, and relieve the District and all of its officers from any liability therefor.

Administrator Organization:

Concord Administrator's Association _____

Other _____

Date	Administrator's Signature
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B. Each of the Associations named on an administrator's Dues Authorization Card will certify to the District, in writing, the current rate of its membership dues. Any Association which changes the rate of its membership dues will give the District thirty (30) days written notice, prior to September 1 of the year of such change.

C. Deductions referred to in the Dues Authorization Card will begin on the first pay day of each school year. The District will not be required to honor any authorizations that are delivered to it later than the end of the previous school year.

D. Any administrator desiring to have the District discontinue deductions the administrator has previously authorized must notify the District and the Association concerned, in writing, at least sixty (60) days prior to the beginning of the upcoming school year.

VIII. SABBATICAL LEAVE POLICY

The sabbatical leave policy shall be as set forth in Appendix C attached.

IX. MEDICAL BENEFITS

A. Choice of Benefits

1. The District will offer administrators who were hired on or before June 30, 2002 a choice of three medical benefits plans: Blue Cross/Blue Shield/Anthem Plan JW with Managed Care or its equivalent, a Blue Cross/Blue Shield/Anthem point of service (POS) plan, and a Blue Cross/Blue Shield/Anthem health maintenance organization (HMO) plan. Effective July 1, 2009, the District will offer administrators who were hired on or before June 30, 2002 a choice of two medical benefits plans: a Blue Cross/Blue Shield/Anthem POS plan and a Blue Cross/Blue Shield/Anthem HMO plan. The benefits provided by these plans are outlined in Appendix D.

2. The District will offer administrators who were hired on or after July 1, 2002 a choice of two medical benefits plans: a Blue Cross/Blue Shield/Anthem POS plan and a Blue Cross/Blue Shield/Anthem HMO plan.

3. For the 2007-2008 and 2008-2009 contract years, the District will contribute 79% of the audited annual cost of the plan subscribed to by the employee on behalf of eligible administrators (as defined in Section A,1 above) who elect to enroll in the Blue Cross/Blue Shield/Anthem Plan JW with Managed Care or its equivalent toward the cost for the administrator's health plan (i.e., single, two-person or family) as determined by

the District on or before September 1 of each year.

4. The District will contribute the following amounts on behalf of administrators who elect to enroll in the POS plan toward the cost for the administrator's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

- a. For the 2007-2008 and 2008-2009 contract years, the District will contribute 86% of the audited annual cost of the plan subscribed to by the administrator.
- b. For the 2009-2010 contract year, the District will contribute 84.5% of the audited annual cost of the plan subscribed to by the administrator.

5. The District will contribute the following amounts on behalf of administrators who elect to enroll in the HMO plan toward the cost for the administrator's health plan (i.e., single, two-person or family) as determined by the District on or before September 1 of each year:

- a. For the 2007-2008 and 2008-2009 contract years, the District will contribute 90% of the audited annual cost of the plan subscribed to by the administrator.
- b. For the 2009-2010 contract year, the District will contribute 88.5% of the audited annual cost of the plan subscribed to by the employee.

6. Wellness Program. Effective January 1, 2000, a wellness program will be offered as an element of medical benefits regardless of the specific plan chosen by the administrator. Administrators may participate in the wellness program.

7. Effective September 1, 2002, the District will offer administrators eligible for insurance the option to enroll in domestic partner (same sex) benefits in the medical benefits plans offered by the District, provided that the administrator and the administrator's domestic partner complete and submit all forms required by the medical benefits plan provider to establish eligibility for benefits. Administrators eligible for insurance and their domestic partners will have a choice of medical benefits plans as outlined in this Article and will contribute toward the cost of their elected benefit plan at the rates set out in paragraphs 3 - 5 above.

B. Each year the District will conduct a study of actual costs of health insurance claims and administrative costs to Blue Cross/Blue Shield/Anthem and will make an accurate determination of the actual premiums that would have otherwise been adequate to cover the costs. The Association has the right to participate in this audit and shall receive a copy of the audited analysis.

C. The administrator's contribution for medical benefits will be provided through payroll deduction in equal installments through the individual administrator's elected pay periods. The District has filed with the Internal Revenue Service to qualify these medical benefit contributions as pre-tax deductions pursuant to Section 125 of the Internal Revenue Code.

D. Association retirees shall be permitted access to the District's then currently available health insurance plans. Upon retirement, the District shall contribute 60% of the audited annual cost of the plan subscribed to by the retiree toward the cost of the single or two-person plan with the retiree paying the remaining costs.

The parties agree to adhere to the rules of the health insurance provider.

For administrators hired on or before June 30, 2007, a retiree shall be defined, for purposes of this section of the Agreement, as an administrator who has worked in the District for a minimum of five (5) consecutive years immediately prior to retirement and is at least fifty (50) and less than sixty-five (65) years of age at the time of retirement. For administrator's hired on or after July 1, 2007, a retiree shall be defined, for purposes of this section of the Agreement, as an administrator who has worked in the District for a minimum of ten (10) consecutive years

immediately prior to retirement and is at least fifty (50) and less than sixty-five (65) years of age at the time of retirement. This benefit will end when Medicomp becomes available.

E. The Association agrees to support and participate in a health insurance study committee and other District efforts to educate stakeholders in current health insurance programs and to research additional health insurance options with the possible result that other health insurance options might be offered by the District. The parties acknowledge and agree that the terms and conditions of administrators' employment relating to health insurance benefit options may not be reduced by the District without negotiation in accordance with New Hampshire RSA 273-A.

X. ELIMINATION OF ASSOCIATION POSITION

Prior to the elimination of an Association position, the President of the Association shall be duly consulted. "Duly consulted" shall mean a meeting at a time and place to discuss the elimination of said position. Both the District representatives and the Association President may have additional representatives or consultants with them at a meeting. This meeting shall take place within ten (10) working days after notification of the elimination of a position or a change in status of a position.

XI. EVALUATIONS

It is agreed and understood that prior to June 30 of each year hereafter, the administrator shall have been evaluated as to the administrator's professional service by appropriate certified personnel, and be given a copy of said evaluation which shall contain a provision allowing written comment by the administrator. A conference shall be held with the administrator to discuss the evaluation, and the administrator shall be given a full and complete opportunity to correct and improve upon any designated deficiencies within the next year following the evaluation. Should the administrator not be evaluated as required herein, the administrator's efforts and professional services shall be deemed conclusively to be at least satisfactory in all respects and for all purposes.

XII. REDUCTION-IN-FORCE

When it becomes necessary to reduce the number of administrators, it shall be done by classification. Classifications shall include Secondary School Principals, Assistant Secondary School Principals, Elementary School Principals and each individual Director.

When more than one administrator fills a position to be eliminated, the administrator to be laid off will be the least senior within the classification. Seniority will be determined by the administrators' years of service within the District. Years of service within a CAA classification shall be carried from one CAA classification to other CAA classifications. If seniority based upon years of service does not differentiate between the administrators involved, the date of Board confirmation of the administrator's hire shall determine seniority with the administrator with the most recent date of confirmation of hire to be laid off. If the date of the Board confirmation of the administrators' hire does not differentiate between the administrators involved, the level of educational degree obtained by the administrator shall determine seniority with the administrator with the lower level of educational degree to be laid off.

Administrators laid off due to a Reduction-in-Force must maintain a current address with the Superintendent's Office. Administrators must be given first option for any vacancy for which the administrator is certified within the District so long as a current address is maintained with the Superintendent's Office. Administrators must be rehired in the reverse order that the Reduction-in-Force occurred within the classification involved.

If a laid-off administrator refuses an offer for reemployment to a position for which the administrator is qualified and which offers pay and benefits equal to or better than the eliminated position, the administrator shall forfeit the administrator's right to reemployment under this Article.

If a laid-off administrator is recalled to a position within the District within one (1) year of the Reduction-in-Force, the lay-off shall not be considered a break in service for purposes of computing the administrator's years of service.

If challenged, the provisions within this Article shall be subject to the grievance procedures of this Agreement.

XIII. NEGOTIATIONS

All negotiations and the resolution of attendant disagreements will be handled under the provisions of New Hampshire RSA 273-A.

XIV. WITHHOLDING OF SALARY INCREASE

The District may withhold the negotiated salary increase and/or the Step Increase of an administrator whom the District determines is performing less than satisfactorily. This will not occur before the District identifies the administrator's weakness and makes reasonable attempts to help the administrator to overcome these weaknesses.

The phrase "reasonable attempts" shall include, but not be limited to the following:

- A. Providing the administrator with a written statement of weakness(es).
- B. Providing the administrator with written goals, results, behavior patterns, etc., that the District deems necessary for that administrator to have satisfactory performance.
- C. Providing the administrator with a written plan that will assist the administrator in reaching the above goals.
- D. Establishing an evaluation schedule during the year that may include observations and discussions which may provide the administrator with guidance and direction.

XV. SEVERABILITY

If any provisions of this Agreement or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable, and the parties within two (2) weeks shall enter into a discussion to consider a substitute or replacement provision.

XVI. CONTRACT DISTRIBUTION

Copies of this Agreement will be printed and given to each administrator.

CONCORD ADMINISTRATORS' ASSOCIATION

CONCORD SCHOOL DISTRICT

By _____ Date _____ By _____ Date _____

APPENDIX A

ADMINISTRATORS SALARIES

BASE SALARY

July 1, 2007 - June 30, 2008	\$58,566
July 1, 2008 - June 30, 2009	\$60,967
July 1, 2009 – June 30, 2010	\$62,857

INDICES

Senior High School Principal	1.70
Middle School Principal	1.65
Secondary Assistant Principals	
Four positions at Concord High School	1.45
Two positions at Rundlett Middle School	1.40
Director of Adult Education	1.35
Director of Maintenance and Auxiliary Services	1.35
Director of Physical Education & Sports	1.30
Principal - Beaver Meadow	1.41
Principal - Broken Ground	1.41
Principal - Conant	1.41
Principal - Dame	1.41
Principal – Kimball	1.41
Principal – Rumford/Eastman	1.51*
Principal - Walker	1.41
Director of Special Education – Rundlett Middle School	1.25

*Principals administering two or more schools receive an additional .10 on the index.

DEGREE DIFFERENTIAL

Those administrators with a Master's Degree +30 will be paid an additional .05 of the base salary.

Those administrators with a Certificate of Advanced Graduate Study will be paid an additional .05 of the base salary.

STEP RANGES

Steps will be calculated in equal steps over an 11.25% salary range of the indexed salary for the administrator's assigned position as follows:

Step I: 88.75%	Step II: 92.5%	Step III: 96.25%	Step IV: 100%
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Administrators hired after June 30, 1988 shall be placed on a salary step by the Superintendent taking into consideration the administrator's qualifications. Administrators placed at less than Step IV shall ascend to Step IV by moving up one step on the salary scale at the beginning of each contract year until Step IV is reached subject to the provisions of Article XIV of this Agreement.

All administrators employed by the District as of June 30, 1988 shall be assigned to the top step of the appropriate salary scale.

APPENDIX B
Concord School District
School Administrative Unit #8
Concord, New Hampshire

ADMINISTRATOR'S CONTRACT

Account Number: _____

AGREEMENT made this ____ day of _____, _____, by and between the Concord School District, Concord, New Hampshire, hereinafter called the District, and _____, hereinafter called the Administrator.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. The District shall employ the Administrator for the year beginning on July 1, _____, and ending on June 30, _____; which will not contain more than 52 weeks of school or other professional work. The annual salary is determined as follows:

Base_____, Index_____, Step_____, Amount \$ _____M + 30 = 5% of Base \$-----. CAGS = 5% of Base \$-----.
Longevity \$-----, Other \$-----, = **Total Salary** _____

- 2. The Administrator is assigned as _____ for a period of _____ weeks beginning July 1, _____.
- 3. This Contract may be terminated by the District prior to its expiration date if the Administrator is lawfully dismissed in accordance with New Hampshire RSA 189:13, 13-a, 31, and 32, and, in the case of such termination, the District shall be obliged to pay the Administrator compensation for services up to the effective date of termination, but shall not be otherwise liable to the Administrator except as provided in Paragraph 4 below and the terms of the Agreement.
- 4. The Administrator shall have an opportunity to apply for a teaching position effective at the Administrator's contract termination date.
- 5. Written notice of non-renewal of contract must be given by the District to the Administrator by March 31.
- 6. A re-employment contract for the following school year will be issued on or before March 31 and returned to the Superintendent's Office prior to April 21 either accepted and signed or rejected.
- 7. The Administrator may terminate this contract as of July 1st in any year by giving notice to the District, in writing, not later than April 21st in such year.
- 8. Except as provided in Sections 3, 4 and 5, this Contract may not be terminated at any time prior to its expiration without the consent of both parties.

Witnessed by	Date	Superintendent	Date
Witnessed by	Date	Administrator	Date

SABBATICAL LEAVE

1. The number of administrators on sabbatical for any one year would be limited to a total of no more than one administrator per year.
2. An administrator shall be eligible to apply after the administrator has been employed by the District for a period of at least seven (7) consecutive years.
3. A sabbatical leave will consist of either one full year at half pay or one-half year at full pay.
4. Any administrator applying for a sabbatical must submit to the Superintendent in writing, a detailed outline of the administrator's proposed sabbatical plans. This outline must show the value which the plan would return to the District. An applicant must submit the original and four (4) copies of the administrator's written plan. Any change in the plan which in the opinion of the Evaluating Committee would substantially decrease the value of the plan could result in the withdrawal of District approval for the sabbatical.
5. The Evaluation Committee shall consist of two (2) members of the Association appointed by the Association President, and three (3) members of the Board.
6. An administrator who accepts a sabbatical leave must agree to serve for at least two (2) full years in the District or must reimburse the District for all expenses incurred by the District as a result of the sabbatical.
7. The Evaluation Committee will hold all applications in strictest confidence.
8. Applications for sabbatical leave must be submitted to the Superintendent by December 1 of the preceding school year. Applicants will be notified of results by February 1 following application.

MEDICAL INSURANCE

APPENDIX E

DISABILITY INCOME

1. The District agrees to provide disability income benefits during lifetime to age sixty-five (65) for all full-time administrators employed under this Agreement, who are under the age of sixty-five (65) on September 1, 1972, commencing at the end of ninety (90) calendar days after the administrator becomes totally disabled and under a physician's care as of the result of injury or illness.

2. The term "total disability" means the complete inability of the administrator to perform any and every duty of the administrator's regular occupation. Once benefits have been paid for twenty-four (24) months, total disability shall mean the complete inability of the administrator to perform any and every duty of any gainful occupation for which the administrator is reasonably fitted by training, education or experience. The administrator must be under the regular care of a physician but house confinement will not be required.

3. The disabled administrator shall be paid by the District or by such insurance carrier as the District may select, sixty-six and two-thirds percent (66 2/3%) of said administrator's gross pay under the administrator's contract in effect on the day said administrator first becomes totally disabled.

4. The disabled administrator shall continue to receive District medical and life insurance benefits as provided by the current and future Association Agreements.

5. If the disabled administrator is entitled to other income during a period of disability from:

- a. Workman's Compensation or other similar legislation and other benefit acts, such as the State Teachers' Retirement System;
- b. Another group insurance or pension plan providing disability income benefits;
- c. Benefits (primary or family) under the Federal Social Security Act; or
- d. Accumulated sick leave from the District;

then said administrator's benefits will be reduced by the amounts received from these sources.

6. Exclusion - No coverage will be provided for disabilities that result from the following causes:

- a. Intentionally self-inflicted injuries.
- b. War, declared or undeclared, insurrection, rebellion or participation in a riot.
- c. Any disability in excess of twenty-four (24) months that results from mental or nervous illness or disorder of any type. This limitation will not restrict benefits during a period of confinement in hospital or other licensed institution.

APPENDIX F

DENTAL INSURANCE